UNITED STATES BANKRUPTCY COURT FOR THE WESTERN DISTRICT OF MICHIGAN

in re:	Kelli Ann O	Buen						Case no.		
								Chapter 1	3	
		Debtors(s)			_			Hon.		
			ORIGINA	L CH	APTER 1	3 PLAN				
_	Check this	-	an deviates in any	way fro	m the mode	el plan. Spec	ify the devia	tions in Sec	tion IV. P.	
A ADDI	ICABLE CO	MMITMEN	<u>it period - 11 i</u>	isc s	an 1335(b	V4\				
A. AFFI			able Commitment	•						
	<u> </u>	The Applic	able Commitment	Period ((ACP) is: 3	6 months. Ho	wever the du	ration of		
Debtor's	non-exempt ecate as required	NALYSIS: quity less the	The amount to be cost of sale and till 1325(a)(4) is \$0.	distrib	uted to alle	wed unsecu				
A. PLAN	PAYMENT	-								
Debtor(s)) shall make pla	an payments	in the amount of:			☑ \$1,07	5 per month	1		
	\$248	per week		\$496	per 2 wee	ks	\$53	38 twice m	onthly	
and/or	□ Additional	of the Appl	"Additional Plan Picable Commitmerent Provisions:	_		" below) for	the minimum			
Debtor re	equests: a pay-r	oll order be	submitted for wage	s of		_debtor		codebte	or	
	Debtor rec	quests no pay	roll order issue at	this tim	e since a pa	yroll order is	not feasible	in this case.		
[☑ _Debtor red	quests that pa	yments be made b	y withd	rawal from	debtor's bank	c account (if a	llowed by tr	ustee).	
Additional	l plan payments	(if any):								
Α.	inder 11 U.S.C. 1. Court fili 2. Allowed	ATIVE CLA Section 507 ing fee. trustee fee.	AIMS. The Debto		•	I, in deferred	cash paymen		d claims entitled t \$1,000	o
	balance of _	\$2,200 a. Attorney	to be paid by the fees shall be paid	trustee	pursuant to		set forth in p	aragraph IV		
claims, se	ecured claims,	b. Attorney executory convanced by the nclude:	fees shall be paid ntract claims which e Debtor's Attorner fee (enter amount	h is a mo y that ha	odification we been pa	of paragraph	IV.H.		_	
	\$N/A_ \$N/A_	manda	atory credit counse (explain)			anagement cl	ass (enter am	ount or N/A)	1	

B. PRIORITY CLAIMS

1. Domestic Support Obligation (DSO)*

a.	Pre-petition DSO payments	- in arrears as of the	petition date shall be	paid directly b	y the Debtor unless marked below:
----	---------------------------	------------------------	------------------------	-----------------	-----------------------------------

by the trustee

Mandatory information: Name of DSO payees	Monthly Amount	Estimated arrears
		по

b. <u>Post-petition DSO</u> shall be paid directly by the Debtor because the Debtor is current on the DSO unless otherwise marked below:

by the trustee before all other priority creditors.

Mandatory information: Name of DSO payees	Amount/ Frequency	Start Date	End Date	Age of child(ren)
	, i			

^{*}The Debtor will comply with 11 U.S.C Section1325 (a)(8) and shall, prior to confirmation of the Plan, provide the Trustee with an affidavit or other evidence (i.e. wage deduction, a statement from Friend of the Court, or a statement from the recipient) that all post-petition, pre-confirmation, DSO payments are current).

2. Priority Tax Claims are allowed claims under Section 507 and shall be paid in full by the Trustee.

Post-petition priority tax claims-absent objection, post-petition priority claims shall be paid in full pursuant to 11 U.S.C. 1305(a)(1) and (b). Any portion of the 1305 claim that is not paid through the Chapter 13 plan for whatever reason, including dismissal or conversion to Chapter 7, will remain non-dischargeable, even if the debtor(s) receive(s) a discharge.

Mandatory information:

	Estimated	
Creditor	Amount**	Nature of Debt

3. Other Priority Claims or Payment Provisions:

C. SECURED CREDITORS

1. Real Property:

a. Residential: Post-Petition Mortgage Payments & Pre-Petition Arrears. The following is the street address and the tax id parcel # for the Debtor's residential real property:

Property #1:3785 13 Mile Rd NW, Sparta, MI 49345 Parcel# 41-05-17-300-018

Property #2:

Creditor Name		lPavment	l Estimated	Taxes & insurance escrowed with lender? (Y/N)
Rogue River Community Credit Union	Y	\$840	\$4,000	N N

b. Non-Residential: Post -Petition Mortgage Payments & Pre- Petition Arrears. The following is the street address and the tax id parcel # for the Debtor's non-residential real property:

Property #1:

Property #2:

Creditor Name	Trustee pay (Y/N)	Monthly Payment Amt.	Estimated Arrearage*	Taxes & insurance escrowed with lender? (Y/N)
	N			N

Unless otherwise stated, Trustee calculation of the post-petition mortgage payment(s) amount due shall begin with the first day of the month following the month of the petition filing date.

c. Pre-Petition Real Property Tax Claims: Taxing authorities' claims on real property pursuant to State law will be paid prorata as set forth in IV H.7 unless a fixed monthly payment is set forth below after the post-petition on-going mortgage payment(s).**

Taxing Authority	Amount	Delinquent tax years	Optional equal monthly payment
------------------	--------	----------------------	--------------------------------

^{**}Projected claims as follows: the amount stated is an estimate only, the claim controls as to the amount of the debt

Case:14-07929-jtg Doc #:4 Filed: 12/29/14 Page 3 of 7

Property Address	Creditor	Claim Amount***	Property Value		Senior Lien Amt.
to secure the claim. Upon comple copy of the confirmed plan and th of discharge of lien. These credit	tion of the plan the lien and los te Trustee's plan completion le	an shall be discharged an tter may be recorded with	d the lien remo	ved from	the property. A
e. Wholly Unsecured liens: The	following claims shall be treat	ted as unsecured by this j	olan since there	is no equ	uity in the property
Real Property Address	Parcel Number	Taxing Authori	ty	Monthly Escrow Amou	
d. Real Property Tax Escrow Debtor(s) will not utilize a tax es () Debtor(s) will utilize a tax es verify taxes are paid each year un prior to other secured creditors.	crow with the Trustee unless n crow through the Plan. The D	ebtor must provide the ta			
*The pre-petition arrearage is an estima petition arrears shall be paid through the **Creditors in this Class shall retain its fees as set forth on its Proof of Claim	Plan over a reasonable period of time	and pro-rata with other secure	d creditors.		•
Sparta Township	\$1,504	2014	<u> </u>		

2. Personal property:

- a. Pre-Confirmation Adequate Protections Payments (APP): if the Trustee is to pay pre-confirmation adequate protection payments (APP) the secured creditor's name, address, and the account's number and payment amount must be provided, see LBR 3016. The Trustee will not disburse an APP until a proof of claim is filed with verification of a perfected lien.
- b. Secured Claims NOT Subject to 11 U.S.C. Section 506: each secured creditor in this class has a lien not subject to 11 U.S.C. Section 506. Such a claim is not subject to "cramdown" and will be paid the full balance owing. Claims in this class shall be paid as follows plus an additional pro-rata amount that may be available from funds on hand at an interest rate specified below or the contract rate whichever is lower.

Creditor, Address & Acct #	Collateral	Balance Owing	Int%	Pre- Conf APP	

If the Debtor's collateral is destroyed, the Debtor, with consent from the secured creditor and Trustee or by order of the Court, may use the collateral insurance proceeds to purchase substitute collateral, the creditor's lien shall attach to the replacement collateral.

c. Secured Claims Subject to 11 U.S.C. Section 506: Claims in this class shall be paid as follows plus an additional pro-rata amount that may be available from funds on hand at an interest rate specified below or the contract rate whichever is lower.

Creditor, Address & Acct #	Collateral	FMV	Int%	Pre- Conf APP	Equal Monthly Payment
				73.0	1 ayıncılı

If the Debtor's collateral is destroyed, the Debtor, with consent from the secured creditor and Trustee or by order of the Court, may use the collateral insurance proceeds to purchase substitute collateral, the creditor's lien shall attach to the replacement collateral.

If the creditor files a claim with a balance owing which is different than the amount listed above, the claim shall control as to the amount of the debt, unless a party in interest objects to the claim.

3. Secured Claims of the Internal Revenue Service and the State of Michigan shall be paid as stated below:

Creditor & Address	Collateral Real/Personal Property	Secured		Equal
		Claim	Int.%	Monthly
		Amount		Payment

^{***}This is the Debtor's estimate as to the amount owing to the creditor. The claim shall control as to amount of the debt, subject to an objection filed by a party in interest.

4. Collateral to Be Surrendered/Ex contracts to be rejected; the stay sha general unsecured claim.								
Creditor			Collatera	l Description/	Contract Desc	ription		
To the extent a creditor holding a the value of the collateral is equal to on the creditors are as follows:	or less than t							
Property Address	Creditor		Claim An	nount*	Property Val	ue	Senior	· Lien Amt.
*This is the Debtor's estimate as to the amont cinterest.	owing to the cre	editor. The claim	shall control	as to the amount o	of the debt, subject	to an obje	ection file	d by a party in
D. EXECUTORY CONTRACTS	(assumed)							
1. Land Contracts: The Debtor(s) assumes t	he following	land contra	ct(s)·				
THE DEDICH	a) assumes t	ne tonowing .	Trustee	CI(3).				
Creditor			Pay?	Est. Pre-Pet	Montly Pays		On-go	ing Payment
			Y/N	Arrears*	Cure Arr	ears	<u> </u>	
			N				<u> </u>	
The arrears set forth above is an estimate only arrears and the number of months remaining u					the monthly paym	ent amoun	t, the amo	ount of the
_	, -		•	xecutory contra	acts:			
				# of Months	Est. Pre-	Pet	_	
Creditor and acct #	rroperty I	Description	Amount	Remaining	Arrear	s*	I ruste	e Pay? Y/N
The arrears set forth shows is an estimate only and the	nenal of claim ch-	It control == to the t	otal balcoca dus	the monthly news-	amount the amount	of the r	N	umban af ar-ath-
The arrears set forth above is an estimate only and the proof of claim shall control as to the total balance due, the monthly payment amount, the amount of the arrears and the number of months emaining unless a party in interest files an objection to the claim.								
E. DIRECT PAYMENT BY DEBT	OR OF THI	E FOLLOW	ING DEB	<u>ΓS</u> .				
Creditor, Address & Acct #		Collateral				Balance Owing	e	Int. %_
F. UNSECURED CREDITORS								
I. General Unsecured Creditors: C	laims in this	class are naid	i from fund	ls available afte	er payment to s	ll other	classes	The payment
allowed to the general unsecured clair					pajment to t	Guidi		e payment
Payment of a dividend of 100%. Plus present value of 0.0% per year if necessary to satisfy the Best Interest of Creditors Test, OR								
Payment of a pro-rata share of a fixed amount of \$500 set aside for creditors in this class or for the ACP, whichever pays more. This fixed amont shall be reduced by additional administrative								
expenses including attorney fees. However, this fixed amount shall not be reduced below the liquidation value specified in Provision 1.B.								

- 2. <u>Special Unsecured Creditors:</u> Claims in this class may include co-signed debts (other than by co-filers), non-sufficient funds (NSF) checks, continuing professional services or non-dischargeable debts (i.e. such as student loans, criminal fines): If the ACP is 36 months, the claims listed below are paid,
- a. Pro-rata during the first 36 months or longer if the plan length extends beyond 36 months in order to pay a specific base amount to the general unsecured creditors.
 - () 1. The remaining balance shall be paid directly by the debtor(s) after completion of plan OR
- () 2. that portion of the special class creditor that can be paid during the remainder of the plan within 60 months from the date the first plan payment is due.

Creditor	Reason for Special Treatment	Estimated Amt	Interest Rate if paying in full through the plan		

3. The following special unsecured claim(s) are an exception pursuant to 11 U.S.C. Section 1322(b)(1) and shall be paid as follows:

IV. GENERAL PROVISIONS

A. <u>DISPOSABLE INCOME</u>, TAX RETURNS & TAX REFUNDS Unless this Plan provides for a dividend of 100% to all timely filed, allowed general unsecured creditors, the Debtor(s) agrees to pay all disposable income as defined in 11 U.S.C. Section 1325(b)(1)(B) and (2) during the Applicable Commitment period (ACP). Unless otherwise provided in this plan, debtors agree to remit to the Chapter 13 Trustee their tax returns and tax refunds and other disposable income for the ACP for administration pursuant to their plan or as otherwise ordered by the Court. Income tax refunds and other disposable income paid to the Trustee in the case of plan with a 36 month ACP will operate to decrease the term of the Plan to the ACP but not below ACP rather than increase the dividend paid to general unsecured creditors. The Debtor(s) agree to continue the same level of tax deductions as when the case was filed except as affected by changes in dependents and/or marital status.

Based on the disposable income available the Trustee shall have the discretion without further notice to creditors to:

- 1. increase the percentage to the unsecured creditors as a result of additional payments made under this provision subject to the limitation set forth in paragraph IV.A above,
- 2. reduce the (length) of the plan but not below the applicable commitment period,
- 3. determine if available funds are not disposable income when the Debtor provides the Trustee with supporting documentation and a stipulation regarding the same.
- B. <u>VESTING OF ESTATE PROPERTY</u> Upon confirmation of the Plan, all property of the estate shall remain property of the estate until discharge unless marked below:
- (x) Pursuant to 11 USC § 1327(b) upon Confirmation of the Plan, all property of the estate shall vest in the Debtor, except (I) future earnings of the Debtor; (II) additional disposable income, and (III) other property necessary to the Plan (including personal and real property as defined in the Plan and any associated insurance proceeds which may be used by the Debtor, with Court approval, to purchase replacement collateral.) 11 USC § 348(f)(1) remains effective in the event of a conversion to another chapter.

In any case, all property of which Debtor retains possession and control shall be insured by the Debtor(s). The Chapter 13 Trustee will not and is not required to insure assets and has no liability for damage or loss to any property in Debtor's possession and control.

- C. <u>PROHIBITION AGAINST INCURRING POST-PETITION DEBT & DISPOSAL OF PROPERTY</u> During the term of this Plan, the Debtor(s) shall not without Court approval: (1) incur debt in excess of \$2,500.00; (2) dispose of any real property; or (3) dispose of any personal property claimed as exempt with a fair market value greater than \$10,000.
- D. <u>UNSCHEDULED CREDITORS FILING CLAIMS</u> If a creditor's claim is not listed in the schedules, but the creditor files a timely proof of claim, the Trustee is authorized to classify the claim into one of the classes under this Plan and to pay the claim within the class, unless the claim is disallowed.
- E. <u>ALLOWANCE OF LATE FILED CLAIMS.</u> Claims by unscheduled or omitted pre-petition creditors, without notice of the bankruptcy filing, may be deemed timely filed.
- F.CLAIMS AND AMENDED CLAIMS If an allowed late claim, an amended claim, or deficiency claim is filed and Trustee has disbursed to general unsecured creditors such allowed late claim, amended claim, or deficiency claim shall be paid the same dividend as previously paid to general unsecured claims, to the extent possible, even if the base to general unsecured claims exceeds the amount stated in the confirmed Plan. The Chapter 13 Trustee shall not be required to recover any overpayments to general unsecured creditors as a result of the filing of the afore -mentioned claims.
- (1) With regard to secured claims filed by creditors holding security interests in real property that is surrendered pursuant to this plan, each such secured creditor must file an amended claim asserting its unsecured deficiency claim, if any, on or before the date 90 days after the foreclosure sale. Failure to file the amended claim on a timely basis pursuant to this provision means that such secured creditor shall not be entitled to payment through the Chapter 13 Plan and such secured creditor's claim will be discharged upon entry of a discharge order in this case.

- (II) With regard to secured claims filed by creditors holding security interests in personal property surrendered in this plan, and executory contract holders or lessors whose contracts or leases are rejected under this plan, each such secured creditor, executory contract holder or lessor must file an amended unsecured claim for its deficiency balance or asserted contractual damages on or before the date 6 months (180 days) after the date of entry of the Confirmation Order. Failure to file the amended claim on a timely basis pursuant to this provision means that such secured creditor, executory contract holder or lessor shall not be entitled to payment through the Chapter 13 Plan, and such secured creditor, executory contract holder or lessor's claim shall be discharged upon entry of a discharge order in this case.
- (III) Claimants holding wholly unsecured claims pursuant to Provision III. C. 1. e, shall file their claim on or before the general unsecured claim bar deadline. If they do not file such claim(s) by that deadline, they shall receive no distribution.

G. TRICKETT NOTICE.

- () Check if Debtor(s) is taking the State Entireties Exemptions: Joint claims must be paid in full if taking the state entireties exemptions. Creditors are advised they have until the claim filing bar date as stated in the Notice of Chapter 13 Bankruptcy Case, Meeting of Creditors and Deadlines to file a Proof of Claim in this bankruptcy proceeding. If creditor has a joint claim against the Debtor and spouse, the claim must be clearly marked "JOINT CLAIM". The claims must include documentary support and be filed correctly.
- H. TRUSTEE POST-CONFIRMATION DISBURSEMENT: Unless otherwise specifically stated in the Plan, the Chapter 13 Trustee shall disburse the funds as follows:

I. Priority of payments

- 1. Unpaid court filing fees.
- 2. Chapter 13 Trustee administrative fee.
- 3. Monthly payments on any domestic support obligation entitled to priority pursuant to 11 U.S.C. Sec. 507(a)(1) paid through the plan.
- 4. Attorney fees and expenses, as allowed by the Order Confirming the Plan or such additional attorney fees as are awarded pursuant to an Order of the Court, subject to monthly continuing claims payments.
- 5. Continuing claims: Those secured claims on which the last payment is due beyond the length of the plan and paid a set monthly payment (subject to adjustment in paragraph D below) including but not limited to monthly mortgage payments, land contract payments and other long term non-modifiable debts such as executory contracts.

If the post-petition mortgage payment is paid through the Plan, the Trustee is authorized

- A. to modify the on-going mortgage payment upon receiving a notice that has been issued by the mortgagee. The Trustee may receive the notice from either the Debtor or the mortgagee,
 - B. increase the Debtor(s) plan payment for any mortgage increase,
 - C. amend a wage order for such increase with notice to the employer, Debtor(s) and Debtor's attorney, and
- D. adjust the post-petition mortgage payment date or the date through which arrears is calculated as needed to coincide with any pre petition mortgage or land contract arrearage claim filed by the mortgagee or land contract vendor.
- 6. Other secured claims and executory contract claims on which the last payment will become due within the plan duration and arrearage on continuing claims paid as equal monthly payments.
 - 7. Arrearage on continuing claims and other secured claims without equal monthly payments shall be paid on pro-rata basis.
 - 8. Priority Unsecured claims on a pro rata basis.
 - 9. General Unsecured claims on a pro rata basis.
- II. Creditor payment initial disbursement date: payment designated as equal monthly payments on secured claims, executory contracts, priority unsecured claims, attorney fees, and tax escrow accruals shall be scheduled to commence the first day of the month following the month of the Petition filing date unless otherwise stated in the Plan.

I.	TAX RETURNS:	All tax returns due	prior to this case	filing have been	appropriately file	ed, except:	

- J. <u>DEBTOR ENGAGED IN BUSINESS</u>. If the Debtor is self-employed and incurs trade credit in the production of income upon request by the Trustee, the Debtor will comply with:
- 1. 11 U.S.C. Section 1304 (b) and(c) regarding operation of the business and duties imposed on the Debtor are incorporated herein by reference, and
- 2. The Order Regarding Continuation of Business Operations entered in this case.
- K. <u>EFFECT OF ADDITIONAL ATTORNEY FEES BEYOND THE NO LOOK FEE.</u> Additional ordered attorney fees shall be paid as administrative claims and shall not be paid out of the base previously disbursed to general unsecured creditors. The Chapter 13 Trustee shall not recover funds disbursed to general unsecured creditors to fund the attorney fees order.
- L. <u>PLAN REFUNDS.</u> The Trustee may agree to reasonable refunds to the Debtor from the funds paid to the Trustee. The Plan duration may be extended to repay all refunds granted. The Debtor may be required to file a Plan Amendment.
- M. TRUSTEE'S AVOIDANCE POWERS. The Debtor(s) acknowledges that both pre and post confirmation the Trustee has discretion to utilize certain avoidance powers pursuant to Sections 544, 545, 547, 548, 549, and 550. Notwithstanding any other language in this plan no lien shall be involuntarily avoided unless an adversary proceeding is filed. The Debtor(s) acknowledges that any action(s) brought by the Trustee, either pre or post confirmation, pursuant to these avoidance powers is preserved for the benefit of the Estate pursuant to Section 551. The Trustee may bring any avoidance action within the period of time set forth in Section 546.

- N. <u>LIEN RETENTION</u>: Holders of allowed secured claims provided for by the Plan shall retain the lien securing such claim until the earlier of (i) the payment of the underlying debt determined under applicable non-bankruptcy law or (ii) a discharge. After either one of the foregoing events has occurred, creditor shall release its lien and provide evidence and/or documentation of such release within 30 days to Debtor(s). However if the case under this chapter is dismissed or converted without completion of the plan, such liens shall also be retained by such holder to the extent recognized by applicable non-bankruptcy law. Holders of allowed secured claims with the last payment due after the final payment of the plan shall retain the lien pursuant to non-bankruptcy law after discharge.
- O. <u>TERMINATION OF THE AUTOMATIC STAY</u>. Upon reviewing notice of the filing of a Motion for relief of the Automatic stay the Trustee shall cease disbursing payments to the secured creditor but shall reserve in escrow said payments until further order of the Court. On entry of an order terminating the automatic stay (pre-confirmation or post-confirmation) the Trustee shall make no further payments to that creditor and any reserved escrowed amounts shall be released for the benefit of the other creditors in accordance with the confirmed plan unless otherwise ordered by the Court.

P. ADDITIONAL PROVISIONS:

- 1. Limit on notices; exclusion of creditors who have not filed claims After the claims bar date, notice of plan amendments, professional fee applications, and motions filed by the debtor and/or counsel may only be given to creditors who filed a claim or appearance. Creditors who have not filed a claim or appearance will not be given notice of plan amendments, fee applications or motions. A filed proof of service shall reflect such limited service with the court. This provision for limited notice shall not apply to motions to dismiss the Chapter 13 case or to notices that a discharge has been entered. This limitation is for creditors only and does not impact notice required to other parties in interest (e.g., the United States Trustee and the Chapter 13 Trustee). Debtors will give notice to parties of an action even if they did not file a claim or appearance if this party is directly affected.
- 2. Escrow provision for administrative claims. The trustee shall, if available after monthly payments on attorney fees and required secured claims payments, escrow \$25 per month of the debtor's plan payments to be reserved for payment of all allowed administrative expenses. Applications for administrative expenses not previously allowed or ordered will be filed at least 30 days before the time of the final audit or the 59th month of the plan whichever comes first in order to be paid from escrowed funds. Failure to apply for the escrowed funds will result in distribution pursuant to the confirmed plan of escrowed funds on plan completion.
- 3. **RETENTION OF TAX REFUNDS**: THE DEBTOR WILL RETAIN UP TO \$1,200 PER YEAR OF INCOME TAX REFUNDS DUE TO THE BUDGET AND THIS AMOUNT IS TO BE USED FOR NECESSITIES. ANY ADDITIONAL REFUNDS WILL BE PAID TO THE PLAN.
- 4. Secured Claims Provision: In the event that collateral is surrendered or an order for relief from stay is entered as to collateral, a deficiency claim must be filed within 90 days of sale or disposition of collateral. A deficiency claim is the amount left over after the creditor takes possession, sells the vehicle, and applies the sale proceeds to the amount owing. Any deficiency claim shall not reclassify any debt in contravention of In Re Nolan, 232 F.3d 528 or In Re Adkins, 425 F.3d 296.
- 5. Mortgage provision: Prepetition mortgage arrears in the plan shall be paid no interest. The monthly mortgage payment amount in the plan is estimated and a filed Proof of Claim will control as to the mortgage payment amount unless objected to.

Signature of Attorney for Debtor(s):		Signature of Debtor:
ISI Jeremy B. Shephard, P-72719	Date: 12/29/2014	/S/ Kelli Ann O'Brien Signature of Co-Debtor:
David Andersen & Associates, PC		
866 3 Mile NW, Ste. B, Grand Rapids, MI 49544, Tel. 616-78	/S/	
Fax6167845392 23 18		/s/